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***Attorneys for Defendant, State Farm
Mutual Automobile Insurance Company***

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CYNTHIA KESTLER,

Plaintiff,

Case No: 2:23-cv-00856-GMN-DJA

vs.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, a foreign
corporation; STATE FARM EMPLOYEE,
an individual; DOE INDIVIDUALS I-X,
inclusive; and ROE CORPORATIONS I-X,
inclusive,

Defendants.

**STIPULATION AND ORDER FOR DISMISSAL OF EXTRA-CONTRACTUAL (BAD FAITH
AND PUNITIVE DAMAGES) CLAIMS; AND TO DISMISS THE CASE, WITH PREJUDICE
FOR ADJUDICATION OF THE REMAINING CONTRACTUAL CLAIMS
VIA BINDING ARBITRATION**

IT IS HEREBY STIPULATED by and between Plaintiff Cynthia Kestler by and through her
counsel of record, ALBERTO CASTRO, ESQ., of the Richard Harris Law Firm, and Defendant,
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY (hereinafter "State Farm"), by
and through its counsel JENNIFER INSLEY MICHERI, ESQ., of the law firm of DENNETT
WINSPEAR, LLP, that Plaintiff's claims for extra-contractual (bad faith), punitive damages
(including but not limited to Plaintiff's Second, Third and Fourth Cause of Action), and any other
claims involving claims outside of the contractual relationship between STATE FARM

1 AUTOMOBILE INSURANCE COMPANY, and CYNTHIA KESTLER, are hereby dismissed,
2 with prejudice.

3 The claims for contractual UIM benefits remain for determination via Binding
4 Arbitration according to party agreement.

5 As such, the parties hereto seek to dismiss the instant litigation with prejudice by way
6 of this Stipulation and Order.

7 Both sides acknowledge that each side will bear their own attorneys' fees and costs as
8 it relates to the litigation.

9 DATED: 4-12-2024

DATED: 4-15-2024

10 **RICHARD HARRIS LAW FIRM**

DENNETT WINSPEAR, LLP


11
12 By /s/ Alberto Castro
13 ALBERTO CASTRO, Esq.
14 Nevada Bar No. 14690
15 801 South Fourth Street
16 Las Vegas, Nevada 89101
17 Telephone: 702-444-4444
18 **Attorneys for Plaintiff,**
19 **Cynthia Kestler**

By /s/ Jennifer Insley Micheri
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Telephone: 702-839-1100
Attorneys for Defendant, State Farm
Fire and Casualty Insurance Company

ORDER

19 **IT IS SO ORDERED.** The Clerk of Court is kindly instructed to
20 close the case.

21 DATED: April 15, 2024

22
23 
24 _____
25 United States District Court Judge
26
27
28

Theresa Amendola

From: Jennifer Insley Micheri
Sent: Monday, April 15, 2024 7:36 AM
To: Theresa Amendola
Cc: Anthony Amendola
Subject: FW: Kestler v State Farm - binding arb; SAO dismiss litigation
Attachments: 24-04-01-SAO DsmsEC.BindArb.doc

In the meantime, please get this on file with Feds today so I do not have to draft a MSJ.

Thank you!

Jennifer Insley Micheri, Esq.



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From: Alberto Castro
Sent: Friday, April 12, 2024 9:46 AM
To: Jennifer Insley Micheri <jinsley-micheri@dennettwinspear.com>
Subject: RE: Kestler v State Farm - binding arb; SAO dismiss litigation

You may affix my signature and submit.

Thank you for drafting.

Best,

Alberto Castro, Esq.
Lawyer-Partner



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From: Jennifer Insley Micheri <jinsley-micheri@dennettwinspear.com>
Sent: Wednesday, April 10, 2024 2:55 PM
To: Alberto Castro <Alberto@richardharrislaw.com>
Subject: FW: Kestler v State Farm - binding arb; SAO dismiss litigation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Alberto,

Please advise at your earliest convenience if we may submit the attached SAO with your e-signature, or if you would like to discuss further.

I forwarded you a draft binding arbitration agreement under separate cover. Let me know if you need another copy.

I look forward to hearing from you soon.

Thank you,

Jennifer Insley Micheri, Esq.



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